



April 13, 2020

Mr. Tony Guigli
Project Manager
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 12

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 12 presented by Jonathan Levi Architects for Supplemental Survey Services provided by their Survey Engineering Consultant, Hancock Associates. The request is based on Hancock's Proposal, dated March 30, 2021, which indicates the supplemental survey services required to analyze and certify the new building height and to stamp the report by a licensed surveyor. This work is required by the Brookline Fire Department. The services outlined are \$1,200.00 and JLA's administrative costs is \$120.00 per the Designer Contract.

As explained and generally agreed at a previous Building Commission Meeting, the scope of services and associated cost provided by Hancock are required by the Brookline Fire Department to receive sign-off on a permit. The cost aligns with the scope of services required and as previously presented to the Building Commission. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 12 for the total of \$1,320.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC
Jennifer Carlson, LeftField, LLC
Adam Keane, LeftField, LLC
Philip Gray, Jonathan Levi Architects

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 12

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Proposal for Supplemental Survey Services for analyzing and certifying building height and stamping the report by a licensed Surveyor as required by the Brookline Fire Department, dated March 30, 2021; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

WHEREAS, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

WHEREAS, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

WHEREAS, effective as of April 13, 2021, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 12 for the total value of \$1,320.00. This Amendment is based on JLA’s Consultant Hancock’s Proposal, dated March 30, 2021 for \$1,200.00 and JLA’s administrative mark-up of 10% for \$120.00. This Amendment is for analyzing and certifying the new building height and stamping the report by a licensed Surveyor. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375
CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200
CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 0	\$ 1,320	\$ 1,320

Total Fee	\$1,179,260	\$ 7,992,048	\$ 1,320	\$ 9,172,628
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This Amendment is for analyzing and certifying the new building height and stamping the report by a licensed Surveyor per the requirements of the Brookline Fire Department.

3. The Construction Budget shall be as follows:

Original Budget:	<u>\$ 93,335,813</u>
Amended Budget	<u>\$ 92,683,548</u>

4. The Project Schedule shall be as follows:

Original Schedule:	<u>Phase 1 Substantial Completion – 11/4/2022</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>
Amended Schedule	<u>Phase 1 Substantial Completion – 5/31/2023</u>
	<u>Phase 2 Substantial Completion – 8/31/2024</u>

Phase 1 – New Building, Roadways and Sidewalk Work

Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

DESIGNER:

(print name)

(print name)

(print title)

(print title)

By: _____
(signature)

By: _____
(signature)

Date: April 13, 2021

Date: April 13, 2021

7 Marh 2021

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: *Fee Proposal, Supplemental Survey Services
Driscoll School, Brookline MA*

Dear Jim,

Attached please find a proposal from Hancock Associates for services to be performed as a subconsultant to JLA. The Brookline Fire Department has requested an analysis of the building height performed and stamped by a licensed surveyor.

Fee

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Survey marking of site and building locations	\$1,200
10% Markup	\$120
Total	\$1.320

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Associate Principal
Jonathan Levi Architects

HANCOCK ASSOCIATES

Surveyors | Engineers | Scientists

#21770D

March 30, 2021

Jonathan Levi Architects
Mr. Philip Gray, Senior Associate
266 Beacon Street
Boston, MA 02116

**RE: Technical Proposal for Land Surveying Services
Driscoll School
50 & 64 Westbourne Terrace, Brookline, MA**

Dear Mr. Gray:

This letter serves as a Proposal for services to be provided by Hancock Survey Associates, Inc., (hereinafter "Hancock") to Jonathan Levi Architects (hereinafter, "Client"), in connection with 50 & 64 Westbourne Terrace, Brookline, MA (Parcel ID #092-18-00). Client endorsement of this Proposal will constitute acceptance of this Proposal, which once accepted, will become the Contract between the parties.

OBJECTIVE

Prepare Exhibit Plan showing proposed building height.

SCOPE OF SERVICES

Hancock proposes to achieve the OBJECTIVE as follows:

Phase D-01: Exhibit Plan

1. Review architectural elevation plans and architect's proposed site plan.
2. Calculate and plot average grade plane and proposed building height.
3. Draft Worksheet/Exhibit Plan showing grade plane calculation table and proposed building height.
4. Initial printing and transmittal.

LUMP SUM: \$1,200.00

COST

The Lump Sum and the standard FEE SCHEDULE, as set forth on the attachments, shall remain effective for one hundred eighty (180) calendar days following the date of this Proposal. Subsequently, services will be billed per the FEE SCHEDULE effective at the time services are rendered.

PAYMENT

Hancock will not require an initial payment on account.

CLIENT agrees to pay a finance charge of one percent (1%) per month on past due amounts. Please refer to paragraph 4 of the attached Terms and Conditions for Invoice terms.

ADDITIONAL ASSISTANCE

Aside from the project SCOPE OF SERVICES, Hancock is capable of providing additional technical services such as, but not necessarily limited to:

- Construction Layout
- As-Builts
- Approval process services such as attending meetings with municipal boards or concerned parties

These efforts are not included within the SCOPE OF SERVICES and would be billed separately as set forth above, under COST.

#21770D

Jonathan Levi Architects
PAGE 2 of 2
March 30, 2021

SCHEDULING

Hancock has already completed this Phase based on your prior authorization.

PROJECT ADMINISTRATION

Hancock requests that Client or a specific individual designated by Client be the Principal Contact on this project. Hancock will report to the Principal Contact, and to the extent necessary, provide copies of correspondence and seek direction.

Within Hancock, I will serve as the Project Manager, and will be the primary contact person for day-to-day activities on the project.

ACCEPTANCE

If this Proposal meets with your approval, please sign and date where provided below, retain a copy for your records and **return the entire signed/executed original to me**. Also, please identify the Principal Contact, (with telephone number) with whom we should communicate.

This Proposal may be withdrawn by Hancock, if not accepted, as set forth above, within thirty (30) calendar days of the date hereon.

Thank you for your consideration of our proposal. We look forward to working with you on this project.

Respectfully submitted,

HANCOCK SURVEY ASSOCIATES, INC.


J. Dan Bremser, P.L.S.
Senior Project Manager

JDB/jc

Proposal & Attachments Accepted: _____
(Authorized Endorser for Jonathan Levi Architects) (Title)

Printed Name: _____ **Date:** _____

Phone No: _____ **Fax No:** _____

Email Address: _____

Billing Contact: _____ **Working Contact:** _____

Billing Address (if different than above): _____

**Attachments: Fee Schedule
Terms and Conditions**

21770d.jdb.doc

FEE SCHEDULE

Professional Services

		<u>Hourly Rate</u>
Principal	\$	180.00
Registered P.L.S.		120.00 - 170.00
Registered P.E.		100.00 - 170.00
Registered Landscape Architect (R.L.A.)		140.00
Senior Wetland Scientist		120.00 - 160.00
Project Engineer / Project Surveyor		100.00 - 140.00
Senior Project Manager		125.00 - 170.00
Project Manager		125.00 - 130.00
Staff Engineer / Staff Surveyor		75.00 - 115.00
Staff Wetland Scientist / Staff Landscape Architect		75.00 - 100.00
Civil Technician		75.00 - 100.00
Survey Crew (two-person)		150.00 - 190.00
Survey Crew (three-person)		195.00 - 245.00
G.P.S. Survey Crew		130.00 - 225.00
D.E.P. - Soil Evaluator		110.00 - 150.00
D.E.P. - Certified Septic System Inspector		110.00 - 150.00

Additional Professional Services

		<u>Hourly Rate</u>
Pre-Trial/Expert Witness/Testimony	\$	250.00
Draftsperson/CAD		70.00 - 100.00
Administrative Support		50.00
Researcher		75.00
Archivist		60.00
Archive Retrieval Fee		125.00

Hancock reserves the right to determine the personnel and equipment (robotic, GPS, etc.) combination per crew with no effect on survey crew rates shown hereon.

Fees for professional services (including travel time, safety training, etc.) are based on hourly rates with time kept to the nearest tenth hour. The hourly rates indicated represent an approximation for the category. Overtime is charged at 1.33 times the appropriate hourly rate.

Reimbursable Expenses

			<u>Unit Price</u>
Photocopying	\$	0.15	per page
Multi Copy Printer		2.00	per print (18 x 24)
		3.00	per print (24 x 36)
		4.00	per print (30 x 42)
		5.00	per sheet (18 x 24)
Mylar Plan		6.00	per sheet (24 x 36)
		6.50	per sheet (30 x 42)
		3.00	per rod
Iron Rods		75.00	per bound
Granite Bounds		55.00	per bound
Concrete Bounds		2.00	per stake
Stakes (Hubs)		1.75	per stake
Stakes (3' grades)		2.50	per stake
Stakes (5' grades)		2.00	per cd
Compact Disk (cd)		0.50	per mile
Mileage			

Reimbursable expenses do not include the labor required to install, produce, etc. Research expenses, reprographics, subcontracting, specialized training, tolls/parking, safety equipment, filing fees, job specific supplies, postage and courier services are charged at cost plus fifteen percent.

January 18, 2021

Hancock Associates
185 Centre Street
Danvers, MA 01923
Phone: (978) 777-3050 • Fax: (978) 774-7816
Email: info@hancockassociates.com

TERMS AND CONDITIONS

1. Fees. Fees for professional services cover only those labor items expressly included in the Scope of Services. Fees do not include such items as application filing and regulatory review fees, materials reimbursement, excavating equipment rental, or, where applicable, services beyond hours allotted in the Scope of Services. Such items would be invoiced in accordance with the attached FEE SCHEDULE.

2. Inclement Weather. Where field work such as land surveying or soil testing is required, every reasonable effort will be made to avoid delays due to inclement weather conditions. However, HANCOCK will not be responsible for protracted services and/or down time on site due to inclement weather. Such services/down time will be charged to CLIENT at our standard rates.

3. Additional Services. Professional and/or subcontracted services not expressly included in the Scope of Services are not covered by this Agreement and are not included in the Fee. An estimate of fees for additional professional and/or subcontracted services will be furnished to CLIENT upon request.

4. Invoices. Accounts are customarily invoiced on a monthly basis. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one percent (1%) per month on past due amounts. HANCOCK may, after written notice to CLIENT, suspend or terminate services, or withhold work products should CLIENT not pay the amount invoiced within forty-five (45) days of the date of the invoice. In the event legal services are employed by HANCOCK to collect past due amounts, any related costs or expenses, including reasonable attorney's fees, shall be paid by CLIENT.

5. Ownership of Documents. All plans, specifications, notes, sketches, tracings, calculations, surveys, reports, and other documents, whether on paper, plastic, magnetic (digital) or other media, are instruments of professional service. HANCOCK shall retain ownership of, and all common law, statutory, and other reserved rights (including copyright) in, such plans and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, shall be at CLIENT'S sole risk. CLIENT shall indemnify HANCOCK and its employees against any claim or liability arising out of any such modification or use.

6. Standard of Care. HANCOCK shall perform its work in a manner consistent with the presently prevailing standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions within this geographic vicinity. No warranty, representation or guarantee, express or implied, is made or intended by this Agreement.

7. Risk Allocation / Limitation of Liability. CLIENT understands and agrees that HANCOCK'S liability for negligence (professional or otherwise), errors or omissions of any kind or nature arising out of or relating to any services rendered under this Agreement, shall be specifically limited to and shall not exceed the amount of HANCOCK'S fees under this Agreement. This limitation shall apply to all services rendered on this project, whether rendered under this Agreement, addenda thereto, or subsequent agreements.

8. Right of Entry. CLIENT will provide right of entry onto property or properties involved in the project for HANCOCK staff, subcontractors and all necessary equipment in order to complete the work.

9. Real Property and Utilities. During prosecution of the work, HANCOCK shall take all reasonable precautions to avoid damage to real property and surface/subsurface utilities/structures/systems, and to avoid inconveniencing users of the property. Where excavation is necessary, HANCOCK will backfill and rough grade, however, HANCOCK shall not be responsible for repairing or replacing any surface/subsurface utilities/structures/systems, trees, shrubs, plants or sod. It is understood by CLIENT that, in the normal course of work, some damage and/or inconvenience may occur. CLIENT agrees to indemnify HANCOCK and its employees against any such damage or inconvenience that may occur.

10. Information Furnished By CLIENT. CLIENT agrees to disclose to HANCOCK project / site information relating to issues such as, but not necessarily limited to, buried waste, hazardous conditions, real property occupation, or unrecorded easements / property agreements. HANCOCK shall have the right to rely on the accuracy of such information furnished by CLIENT. CLIENT agrees to indemnify HANCOCK and its employees against all claims or liability arising as a result of inaccurate information furnished to HANCOCK by CLIENT.

11. Oil and Hazardous Materials. Services provided by HANCOCK will not include any testing for oil or hazardous materials on the site of the work, nor any evaluation of site under Massachusetts General Laws, c. 21E. HANCOCK will be under no obligation to test for, evaluate, analyze, or disclose the presence on the site of oil or hazardous materials.

12. Applicable Law. This Agreement shall be subject to and interpreted and construed according to the laws of the Commonwealth of Massachusetts. The Commonwealth of Massachusetts shall be the sole jurisdiction for any and all legal actions.

13. Assignment Neither CLIENT nor HANCOCK shall assign its interest in this Agreement without the written consent of the other.

14. Termination. In the event that any progress payments then due and payable are not paid in accordance to the terms of this agreement, HANCOCK may stop all work until payment of the amount due has been received. Additionally, in the event of non-payment of any amount due and payable, HANCOCK reserves the right and may, after written notice to client, terminate its' service under this Agreement. In the event that HANCOCK so elects to terminate, HANCOCK shall retain sole and exclusive title and possession of work provided hereunder, including but not limited to; all engineering work, all reports, all sketches, all plans, all surveys, all notes, all documents submitted to any governmental agency. In the event that HANCOCK exercises its right to terminate its services under this clause for non-payment, said termination shall not be deemed to constitute a breach of contract by HANCOCK.

15. Severability. In the event that any term, condition, or other provision of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain in place, valid and binding on the parties.

16. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

HANCOCK ASSOCIATES

Surveyors | Engineers | Scientists

#21770D

March 30, 2021

Jonathan Levi Architects
Mr. Philip Gray, Senior Associate
266 Beacon Street
Boston, MA 02116

**RE: Technical Proposal for Land Surveying Services
Driscoll School
50 & 64 Westbourne Terrace, Brookline, MA**

Dear Mr. Gray:

This letter serves as a Proposal for services to be provided by Hancock Survey Associates, Inc., (hereinafter "Hancock") to Jonathan Levi Architects (hereinafter, "Client"), in connection with 50 & 64 Westbourne Terrace, Brookline, MA (Parcel ID #092-18-00). Client endorsement of this Proposal will constitute acceptance of this Proposal, which once accepted, will become the Contract between the parties.

OBJECTIVE

Prepare Exhibit Plan showing proposed building height.

SCOPE OF SERVICES

Hancock proposes to achieve the OBJECTIVE as follows:

Phase D-01: Exhibit Plan

1. Review architectural elevation plans and architect's proposed site plan.
2. Calculate and plot average grade plane and proposed building height.
3. Draft Worksheet/Exhibit Plan showing grade plane calculation table and proposed building height.
4. Initial printing and transmittal.

LUMP SUM: \$1,200.00

COST

The Lump Sum and the standard FEE SCHEDULE, as set forth on the attachments, shall remain effective for one hundred eighty (180) calendar days following the date of this Proposal. Subsequently, services will be billed per the FEE SCHEDULE effective at the time services are rendered.

PAYMENT

Hancock will not require an initial payment on account.

CLIENT agrees to pay a finance charge of one percent (1%) per month on past due amounts. Please refer to paragraph 4 of the attached Terms and Conditions for Invoice terms.

ADDITIONAL ASSISTANCE

Aside from the project SCOPE OF SERVICES, Hancock is capable of providing additional technical services such as, but not necessarily limited to:

- Construction Layout
- As-Builts
- Approval process services such as attending meetings with municipal boards or concerned parties

These efforts are not included within the SCOPE OF SERVICES and would be billed separately as set forth above, under COST.

#21770D

Jonathan Levi Architects
PAGE 2 of 2
March 30, 2021

SCHEDULING

Hancock has already completed this Phase based on your prior authorization.

PROJECT ADMINISTRATION

Hancock requests that Client or a specific individual designated by Client be the Principal Contact on this project. Hancock will report to the Principal Contact, and to the extent necessary, provide copies of correspondence and seek direction.

Within Hancock, I will serve as the Project Manager, and will be the primary contact person for day-to-day activities on the project.

ACCEPTANCE


If this Proposal meets with your approval, please sign and date where provided below, retain a copy for your records and **return the entire signed/executed original to me**. Also, please identify the Principal Contact, (with telephone number) with whom we should communicate.

This Proposal may be withdrawn by Hancock, if not accepted, as set forth above, within thirty (30) calendar days of the date hereon.

Thank you for your consideration of our proposal. We look forward to working with you on this project.

Respectfully submitted,

HANCOCK SURVEY ASSOCIATES, INC.


J. Dan Bremser, P.L.S.
Senior Project Manager

JDB/jc

Proposal & Attachments Accepted: _____
(Authorized Endorser for Jonathan Levi Architects) (Title)

Printed Name: _____ **Date:** _____

Phone No: _____ **Fax No:** _____

Email Address: _____

Billing Contact: _____ **Working Contact:** _____

Billing Address (if different than above): _____

**Attachments: Fee Schedule
Terms and Conditions**

21770d.jdb.doc

FEE SCHEDULE

Professional Services

		<u>Hourly Rate</u>
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Registered P.E.		100.00 - 170.00
Registered Landscape Architect (R.L.A.)		140.00
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		<u>Hourly Rate</u>
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		3.00	per rod
Iron Rods		75.00	per bound
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Concrete Bounds		2.00	per stake
Stakes (Hubs)		1.75	per stake
Stakes (3' grades)		2.50	per stake
Stakes (5' grades)		2.00	per cd
Compact Disk (cd)		0.50	per mile
Mileage			

Reimbursable expenses do not include the labor required to install, produce, etc. Research expenses, reprographics, subcontracting, specialized training, tolls/parking, safety equipment, filing fees, job specific supplies, postage and courier services are charged at cost plus fifteen percent.

January 18, 2021

Hancock Associates
185 Centre Street
Danvers, MA 01923
Phone: (978) 777-3050 • Fax: (978) 774-7816
Email: info@hancockassociates.com

TERMS AND CONDITIONS

1. Fees. Fees for professional services cover only those labor items expressly included in the Scope of Services. Fees do not include such items as application filing and regulatory review fees, materials reimbursement, excavating equipment rental, or, where applicable, services beyond hours allotted in the Scope of Services. Such items would be invoiced in accordance with the attached FEE SCHEDULE.

2. Inclement Weather. Where field work such as land surveying or soil testing is required, every reasonable effort will be made to avoid delays due to inclement weather conditions. However, HANCOCK will not be responsible for protracted services and/or down time on site due to inclement weather. Such services/down time will be charged to CLIENT at our standard rates.

3. Additional Services. Professional and/or subcontracted services not expressly included in the Scope of Services are not covered by this Agreement and are not included in the Fee. An estimate of fees for additional professional and/or subcontracted services will be furnished to CLIENT upon request.

4. Invoices. Accounts are customarily invoiced on a monthly basis. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one percent (1%) per month on past due amounts. HANCOCK may, after written notice to CLIENT, suspend or terminate services, or withhold work products should CLIENT not pay the amount invoiced within forty-five (45) days of the date of the invoice. In the event legal services are employed by HANCOCK to collect past due amounts, any related costs or expenses, including reasonable attorney's fees, shall be paid by CLIENT.

5. Ownership of Documents. All plans, specifications, notes, sketches, tracings, calculations, surveys, reports, and other documents, whether on paper, plastic, magnetic (digital) or other media, are instruments of professional service. HANCOCK shall retain ownership of, and all common law, statutory, and other reserved rights (including copyright) in, such plans and documents. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modification or use on other projects of such instruments of service, or copies thereof, shall be at CLIENT'S sole risk. CLIENT shall indemnify HANCOCK and its employees against any claim or liability arising out of any such modification or use.

6. Standard of Care. HANCOCK shall perform its work in a manner consistent with the presently prevailing standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions within this geographic vicinity. No warranty, representation or guarantee, express or implied, is made or intended by this Agreement.

7. Risk Allocation / Limitation of Liability. CLIENT understands and agrees that HANCOCK'S liability for negligence (professional or otherwise), errors or omissions of any kind or nature arising out of or relating to any services rendered under this Agreement, shall be specifically limited to and shall not exceed the amount of HANCOCK'S fees under this Agreement. This limitation shall apply to all services rendered on this project, whether rendered under this Agreement, addenda thereto, or subsequent agreements.

8. Right of Entry. CLIENT will provide right of entry onto property or properties involved in the project for HANCOCK staff, subcontractors and all necessary equipment in order to complete the work.

9. Real Property and Utilities. During prosecution of the work, HANCOCK shall take all reasonable precautions to avoid damage to real property and surface/subsurface utilities/structures/systems, and to avoid inconveniencing users of the property. Where excavation is necessary, HANCOCK will backfill and rough grade, however, HANCOCK shall not be responsible for repairing or replacing any surface/subsurface utilities/structures/systems, trees, shrubs, plants or sod. It is understood by CLIENT that, in the normal course of work, some damage and/or inconvenience may occur. CLIENT agrees to indemnify HANCOCK and its employees against any such damage or inconvenience that may occur.

10. Information Furnished By CLIENT. CLIENT agrees to disclose to HANCOCK project / site information relating to issues such as, but not necessarily limited to, buried waste, hazardous conditions, real property occupation, or unrecorded easements / property agreements. HANCOCK shall have the right to rely on the accuracy of such information furnished by CLIENT. CLIENT agrees to indemnify HANCOCK and its employees against all claims or liability arising as a result of inaccurate information furnished to HANCOCK by CLIENT.

11. Oil and Hazardous Materials. Services provided by HANCOCK will not include any testing for oil or hazardous materials on the site of the work, nor any evaluation of site under Massachusetts General Laws, c. 21E. HANCOCK will be under no obligation to test for, evaluate, analyze, or disclose the presence on the site of oil or hazardous materials.

12. Applicable Law. This Agreement shall be subject to and interpreted and construed according to the laws of the Commonwealth of Massachusetts. The Commonwealth of Massachusetts shall be the sole jurisdiction for any and all legal actions.

13. Assignment Neither CLIENT nor HANCOCK shall assign its interest in this Agreement without the written consent of the other.

14. Termination. In the event that any progress payments then due and payable are not paid in accordance to the terms of this agreement, HANCOCK may stop all work until payment of the amount due has been received. Additionally, in the event of non-payment of any amount due and payable, HANCOCK reserves the right and may, after written notice to client, terminate its' service under this Agreement. In the event that HANCOCK so elects to terminate, HANCOCK shall retain sole and exclusive title and possession of work provided hereunder, including but not limited to; all engineering work, all reports, all sketches, all plans, all surveys, all notes, all documents submitted to any governmental agency. In the event that HANCOCK exercises its right to terminate its services under this clause for non-payment, said termination shall not be deemed to constitute a breach of contract by HANCOCK.

15. Severability. In the event that any term, condition, or other provision of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain in place, valid and binding on the parties.

16. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.